

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

PMG DATA SERVICES, INC.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
RELEVANT MEDIA GROUP, INC.,)	
)	
Defendant.)	

COMPLAINT

NOW COMES plaintiff, PMG Data Services, Inc., by its undersigned attorneys, and as its Complaint against Relevant Media Group, Inc., states as follows:

Parties

1. PMG Data Services, Inc. is a Minnesota corporation with its principal place of business located in Eagan, Minnesota.
2. Relevant Media Group, Inc. is a Florida corporation with its principal place of business located in Winter Park, Florida.

Jurisdiction and Venue

3. Subject-matter jurisdiction is proper pursuant to 28 U.S.C §1332 because complete diversity of citizenship exists and the amount in controversy exceeds \$75,000. Plaintiff is a citizen of Minnesota, and Defendant is a citizen of Florida.
4. Defendant is subject to personal jurisdiction in this District. Defendant continuously and systematically transacted business in Minnesota, entered into the Agreement with Plaintiff which was to be performed in this District, sold subscriptions to Minnesota residents in this District, fulfilled those and all other subscriptions through Plaintiff in this District in accordance with the terms of the Agreement, and caused damage to Plaintiff in this

District. In addition, this litigation arises out of and/or relates to Defendant's activities in this District.

5. Venue is proper pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events giving rise to the claims asserted herein occurred in this District, including, but not limited to, the place at which Plaintiff entered into the subject contract and Plaintiff's performance of that contract.

Breach of Contract

6. On or about May 22, 2007, Plaintiff and Defendant entered into a Fulfillment Services Agreement ("Agreement"), pursuant to which Plaintiff provided certain subscription fulfillment services on behalf of RMG. A true and correct copy of the Agreement is attached as Exhibit A.

7. The initial term of the Agreement was for a period of two years, and it renewed automatically for successive one-year periods unless one party gave written notice of termination to the other party at least ninety days in advance of the renewal.

8. Payments under the Agreement were due within thirty days, and all late payments were subject to a late fee of 1.5% per month.

9. By letter dated March 29, 2011, Defendant terminated the Agreement, effective immediately.

10. Plaintiff performed its obligations under the Agreement.

11. As of March 31, 2011, Plaintiff had performed services for Defendant totaling \$139,948.16 (the "Principal Sum"), which amount is due and owing to Plaintiff under the Agreement. Plaintiff sent Defendant invoices reflecting these charges. Defendant did not dispute the amounts billed in the Invoices.

12. As of June 15, 2011, late fees in the amount of \$50,455.55 accrued on the Principal Sum. Late fees continue to accrue in the amount of \$69.99 per day.

13. Defendant also terminated the Agreement prior to its expiration. The earliest date on which Defendant's March 29, 2011 termination letter could have been effect was May 22, 2012. The additional fees due under the Agreement through May 21, 2011 are \$5025.00.

14. Defendant breached the Agreement by failing to timely pay the amounts comprising the Principal Sum, and by terminating the Agreement prior to its expiration.

15. Defendant's breaches of the Agreement have proximately caused Plaintiff to sustain damages, including an amount equal to the sum of the Principal Sum, late fees on the Principal Sum, and lost profits for the period of time from June 1, 2010 through May 21, 2012.

WHEREFORE, PMG Data Services, Inc. requests the Court to enter judgment in its favor, and against Defendant Relevant Media Group, Inc., in an amount equal to the unpaid fees under the Agreement of \$139,948.16, late fees of 1.5% per month or such other amount as the Court deems appropriate (or in the alternative, pre-judgment interest), lost profits in an amount to be determined at trial and believed to be in excess of \$33,600.00, and such other and further relief as the Court deems appropriate.

Dated: August 19, 2011

HINSHAW & CULBERTSON, LLP

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DATA SERVICES, INC.**